

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

2. (X one)

N00173-99-R-MN11

a. SEALED BID

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE 3230.MN
WASHINGTON DC 20375-5326

4. ITEMS TO BE PURCHASED (Brief description)

SOFTWARE ENGINEERING AND TECHNICAL SUPPORT SERVICES FOR THE OPTICAL SCIENCES DIVISION
AT THE NAVAL RESEARCH LABORATORY (NRL), WASHINGTON DC

5. PROCUREMENT INFORMATION (X and complete as applicable)

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website:

<http://heron.nrl.navy.mil/contracts/home.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) Nicholl, Michelle	b. ADDRESS (Include Zip Code) Naval Research Laboratory 4555 Overlook Ave., SW Washington DC 20375-5326
c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (202) 767-4597	

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>
<input type="checkbox"/>	e. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	<input type="checkbox"/>	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER N00173-99-R-MN11	
DATE (YYMMDD) 99 SEP 14	LOCAL TIME 4:00 PM

TO NAVAL RESEARCH LABORATORY
CONTRACTING DIVISION, CODE 3230.MN
4555 OVERLOOK AVENUE SW
WASHINGTON DC 20375-5326

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶		RATING DO-C9	PAGE OF 1 27 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-99-R-MN11	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 AUG 99	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.MN WASHINGTON DC 20375-5326			CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 03 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 222, Rm. 115 @ NRL until 4:00 local time 14 SEP 99
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME Michelle Nicholl	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202)767-4597
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11. TABLE OF CONTENTS							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	12-16
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	17
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	4	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) ▶	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶ ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide Software Engineering and Technical Support to the Optical Science Division	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
OPTION 1				
0003	The Contractor shall provide Software Engineering and Technical Support to the Optical Science Division	\$	\$	\$
0004	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
OPTION 2				
0005	The Contractor shall provide Software Engineering and Technical Support to the Optical Science Division	\$	\$	\$
0006	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP

OPTION 3

0007	The Contractor shall provide Software Engineering and Technical Support to the Optical Science Division	\$	\$	\$
0008	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP

- Not Separately Priced

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**SECTION D
PACKAGING AND MARKING**

D-1 PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

- (a) The term of this contract is from the date of award through one year thereafter. Each option, if exercised, shall extend the term an additional year.
- (b) The principal place of performance of this contract shall be at the Contractor's facility.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be filled in at time of award)

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be filled in at time of award)

G-3 ONR 5252.242-9718 - TECHNICAL DIRECTION (DEC 88)

(a) Performance of the work hereunder is subject to the technical direction of the Scientific Officer/COR designated in this contract or his duly authorized representative. For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of work statement which is not affected by the disputed technical instruction.

G-4 SUBCONTRACTORS/CONSULTANTS

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name	Estimated Cost
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(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-5 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992))

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:
 (To be filled in at time of award)
 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks,

unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

** is required with each invoice submittal.

** is required only with the final invoice.

*X is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

**X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-6 INCREMENTAL FUNDING

This contract is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are allotted to the contract in the amount of \$ * and it is estimated that they are sufficient for contract performance through *.

(* To be filled in at time of award)

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

(a) ACRNs cited on the contractor's invoice.

(b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.

- (c) The ACRN assigned to the following line of accounting:
97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) **On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.**

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a

(To be filled in at time of award)

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Senior-Level Engineer for Software Design
Senior-Level Engineer for Integration and Test

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 1540 total hours per year of direct labor for the base year and each option year if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of 128 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown shown below is based upon the number of labor hours required for each discipline per year (base year and each option year if exercised)

<u>Labor Category</u>	<u>Hours</u>
Program Manager	140
Senior-Level Engineer for Software Design	300
Mid-Level Engineer	500
Senior-Level Engineer for Integration and Test	600
TOTAL	1540

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design. "[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338.Telephone 1-800-282-6476]

H-5 OPTION TO EXTEND TERM

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer's notice of renewal to the Contractor within the existing term of the contract.

H-6 ON-SITE USE OF GOVERNMENT PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-7 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT) that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

- | | | |
|-----------|---|---|
| 52.202-1 | - | Definitions (OCT 1995) |
| 52.203-3 | - | Gratuities (APR 1984) |
| 52.203-5 | - | Covenant Against Contingent Fees (APR 1984) |
| 52.203-6 | - | Restrictions On Subcontractor Sales To The Government (JUL 1995) |
| 52.203-7 | - | Anti-Kickback Procedures (JUL 1995) |
| 52-203-8 | - | Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997) |
| 52.203-10 | - | Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997) |
| 52.203-12 | - | Limitation On Payments To Influence Certain Federal Transactions (JUN 1997) |
| 52.204-4 | - | Printing/Copying Double-Sided On Recycled Paper (JUN 1996) |
| 52.209-6 | - | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995) |
| 52.211-15 | - | Defense Priority and Allocation Requirements (SEP 1990) |
| 52.215-2 | - | Audit And Records-Negotiation (JUNE 1999) |
| 52.215-8 | - | Order of Precedence - Uniform Contract Format (OCT 1997) |
| 52.215-11 | - | Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997) |
| 52.215-13 | - | Subcontractor Cost or Pricing Data Modifications (OCT 1997) |
| 52.215-14 | - | Integrity of Unit Prices (OCT 1997) |
| 52.215-15 | - | Pension Adjustments And Asset Reversions (DEC 1998) |
| 52.215-17 | - | Waiver of Facilities Capital Cost of Money (OCT 1997) |
| | | <i>(will be included if the successful offeror does not propose facilities capital cost of money)</i> |
| 52.215-18 | - | Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997) |
| 52.215-19 | - | Notification of Ownership Changes (OCT 1997) |
| 52.215-21 | - | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997) |
| 52.216-7 | - | Allowable Cost And Payment (APR 1998) |
| 52.216-8 | - | Fixed-Fee (MAR 1997) |

- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUL 1996)
- 52.219-8 - Utilization Of Small Business Concerns (JUNE 1999)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-11 - Restrictions On Certain Foreign Purchases (AUG 1998)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (MAY 1999)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
(will be included if the successful offeror is a small business or a non-profit organization)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)
- 52.232-22 - Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not fully funded)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)

- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts for Commercial Items and Commercial Components (OCT 1998)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-9 - Use And Charges (APR 1984) (DEVIATION)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAY 1999)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (AUG 1998)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)

- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7030 - Technical Data-Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (MAY 1995)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade

Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

- J-1** Attachment (1) – STATEMENT OF WORK –3 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements- 2 Pages
- J-2** Attachment (2) PERSONNEL QUALIFICATIONS – 3 Pages
- J-3** Attachment (3) - ACCOUNTING AND APPROPRIATION DATA
(* To be included at time of award)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION - K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

The fill in information is as follows:

The standard industrial classification (SIC) code for this acquisition is 7371.

The small business size standard is \$18.0 m.

K-3 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is _____.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

**SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES
TO OFFERORS OR RESPONDENTS**

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.252-5	-	Authorized Deviations in Provisions (APR 1984)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DX rated order; DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below – **See L-10, "Instructions for Submission and Information Required to Evaluate Proposals"**

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Term type contract resulting from this solicitation.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-- Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to

the Government with restrictions on use, release, or disclosure.

- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****.	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (e) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-9 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11.A INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-99-R-MN11

Closing Date: (As specified in Block 9 of the Standard Form 33)(As specified in Block 9, RFP face page)

Attn: Code 3230

- (3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11.B.– TECHNICAL PROPOSAL REQUIREMENTS – One original and four copies are required.

L-11.B.0 - GENERAL PROPOSAL CONTENT

- (i) Offerors are required to furnish an original and four copies of the detailed TECHNICAL PROPOSAL with sufficient detail to show compliance with the requirements stated in each subparagraph of Section C of this solicitation. Specific cost or pricing details shall be omitted from the Technical Proposal.
- (ii) The technical proposal shall include a narrative in the same sequence as the items set out in Section C hereof. The narrative shall describe how each item offered will not meet, will meet, or will exceed the respective stated need of the Government for each subparagraph in Section C. Conclusions such as “meet or exceeds”, or “yes”, or “o.k.” are not technically acceptable. Each response shall furnish the Government with sufficient detail to enable the technical evaluation panel to independently evaluate each item offered against the respective stated need of the Government for each item in Section C and Section M.
- (iii) The technical proposal shall include any drawings, including schematic drawings, which will enable independent technical evaluation of the proposal.
- (iv) The technical proposal shall clearly and concisely identify and discuss the Offeror’s technical and managerial qualifications and approaches to accomplishing the requirements outlined in Section C. Further, the technical proposal shall be subdivided into a “Proposal Summary” section, an “Experience on Projects Involving Navy Aircraft’s” section, a “Knowledge of Software and Hardware Requirements” section, a “Personnel Qualifications” section, and a “Corporate Past Performance Information” section in that order. The technical proposal shall also contain responses to each of the individual requirements listed in Attachment 1.
- (v) You are advised to closely examine the evaluation criteria set forth below prior to preparation of a technical proposal. Your technical proposal will be rated solely against the following criteria:

L-11.B.1 – PROPOSAL SUMMARY:

The Proposal Summary is an unevaluated requirement. The Offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary should be complete, stand on its own, and provide executive level reviewers with an understanding of the content of the proposal. The summary shall summarize the highlights, plans and qualifications contained in the body of the technical proposal.

L-11.B.2 – EXPERIENCE ON PROJECTS INVOLVING NAVY AIRCRAFT AND KNOWLEDGE OF AIRBORNE RECONNAISSANCE SYSTEMS SOFTWARE AND HARDWARE

The Offeror shall be evaluated on their experience on projects involving integration on either P-3, F-14, or F-18 Navy Aircraft, including knowledge of software and hardware requirements for Airborne Reconnaissance Systems such as imaging sensors, rf data links, and ground equipment interface. Proposals shall provide a detailed description of the Offeror’s technical approach for completing the tasks required in the statement of work on schedule and within cost. This

description should show a low-risk, high credibility approach on the part of the offeror to meet, at minimum, the hardware, software, and performance requirements as outlined in the statement of work for Software engineering and Technical Support Services.

L-11.B.3 PERSONNEL QUALIFICATIONS AND PAST PERFORMANCE

The Offeror shall document the experience, education, and other qualifications of all personnel proposed to accomplish the technical requirements stated in the Statement of Work (Attachment 1). As a minimum, the Offeror shall provide the following information for each proposed individual: (a) name of proposed personnel; (b) proposed labor category, as stated in Attachment (2); (c) educational qualifications; (d) technical or managerial qualifications and experience as they relate to the Statement of Work and Attachment (2); (e) length of experience; (f) previous work history; and (g) status of current security clearance. Key personnel shall be identified as such.

In addition to the requirements stated above, the Offeror shall (a) describe their plan to retain key personnel throughout the term of any resulting contract; (b) demonstrate their ability to attract additional trained personnel, and (c) describe their strategy for and ability to respond to surges in effort.

VOLUME II – COST/PRICE PROPOSAL REQUIREMENTS

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

The Offeror shall submit a Cost/Pricing Proposal, which shall include such explanatory data as is necessary to establish that the proposed costs are reasonable, allocable, appropriate, and allowable pursuant to both Part 31 of the Federal Acquisition Regulation's (FAR) and Part 231 of the Defense Federal Acquisition Regulation Supplement (DFARS). More specifically, the Cost/Pricing proposals shall provide the following information. It is requested that offerors provide one copy of their cost proposal on a PC formatted disk that is compatible with LOTUS 123 Version 5 or Microsoft Excel Version 5.

- (a) -(I) Labor to include categories of labor, individuals proposed within each category; hours proposed for each individual, and hourly rate for each individual;
 - (ii) indirect or overhead rate(s);
 - (iii) any direct materials proposed;
 - (iv) any other direct costs proposed
 - (v) general and administrative rate(s);
 - (vi) facilities capital cost of money rate(s);
 - (vii) any other applicable rates;
 - (viii) other supporting costs;
 - (ix) fee.

(b) Any information reasonably required to explain the Offeror's estimating process, including mathematical algorithms and judgmental factors used in formulating the estimate; and any contingency assumptions employed in arriving at the proposed price.

(c) Consultants/Subcontractors: Offerors shall describe subcontracting arrangements proposed for completing the work required herein. Subcontractors shall be identified as well as the portion of the work to be subcontracted. Documents establishing a subcontracting relationship shall be submitted with the cost proposal. Offerors may arrange for proposed subcontractors to submit supporting cost data directly to the Government. Any such submission shall not be deemed to establish privity of contract between the Government and the proposed subcontractor. With respect to independent contractors or consultants, the offeror shall document direct labor rates proposed by providing the government with copies of either letters of intent or consultant or independent contractor agreements executed between the offeror and the independent contractor. Offerors who intend to include subcontracted effort as part of their proposal are responsible for ensuring that complete information as described above is provided from each subcontractor as part of their response to this solicitation.

(d) **TRAVEL AND MATERIAL ESTIMATES** (FOR EVALUATION PURPOSES ONLY) are as follows:

- (1) The Government estimates the travel costs for this effort to be \$2,000 per year. This travel estimate includes local travel to the Patuxent Naval Air Station in Patuxent River, MD and other field sites for on-site work.

L-12 MULTIPLE AWARDS

The Contracting Officer may make multiple awards resulting from this solicitation.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The technical subfactors are listed in descending order of importance:

M-2.1 TECHNICAL SUBFACTOR (1) EXPERIENCE ON PROJECTS INVOLVING NAVY AIRCRAFT AND KNOWLEDGE OF AIRBORNE RECONNAISSANCE SYSTEMS SOFTWARE AND HARDWARE

Offeror's will be evaluated on the Company's:

- Demonstrated capability to design and code reconnaissance-management software to control specific reconnaissance system elements: digital imaging sensors, Ampex digital tape recorders, aircraft navigation systems available on the specified aircraft, and DoD-mandated Common data Link modems, transmitters and antennas.
- Demonstrated capability to integrate software with hardware so all reconnaissance system elements function together.
- Demonstrated capability to incorporate operator control panels that execute reconnaissance management software.
- Demonstrated capability to write software for testing and monitoring the operation of the reconnaissance system.

M-2.2 TECHNICAL SUBFACTOR (2) PERSONNEL QUALIFICATIONS AND PAST PERFORMANCE

Offeror's shall be evaluated on the Company and Personnel:

- Demonstrated capability to design efficient modular software, necessary for software re-use when updating reconnaissance-system hardware elements.
- Demonstrated experience in management and systems engineering for software development and maintenance, and familiarity with various standard application programs for Windows-based and Unix-based PC systems, requirements analysis, design, development and engineering.
- Demonstrated ability to analyze, maintain, and develop software code, using client-specified programming tools.

-Demonstrated experience with a wide range of types of computers, programming languages, embedded microprocessors, and operating systems, especially real-time operating system.

Emphasis will be placed on past performance.

M-2.3 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

STATEMENT OF WORK

Software Engineering and Technical Support Services For The Naval Research Laboratory Optical Sciences Division

1.0 INTRODUCTION

The Naval Research Laboratory's (NRL) Optical Sciences Division (OSD) conducts an Airborne Reconnaissance Program to research and develop airborne optical sensor systems. OSD performs system evaluations of new framing-camera, multispectral-sensor, solid-state recorder, and data-downlink technology for sponsors such as OPNAV and ONR. System evaluations include integration of sensor, recorder, and data-link hardware with test equipment onto NRL P-3 aircraft and conducting test flights. OSD also has the responsibility of developing, building, and evaluating the TARPS-CD prototype reconnaissance pod for the F-14 aircraft, and the prototype for the SHARP (Shared Airborne Reconnaissance Pod System) Program for use on the F-18 and other Navy aircraft. The Statement of work (SOW) defines the software engineering and the technical tasks required to accomplish the design, development, testing, and systems integration of control software in a Reconnaissance Management System (RMS) for the operation of sensors, storage devices, and data links in support of OSD's Airborne Reconnaissance, TARPS-CD and SHARP Programs.

2.0 SCOPE

This Statement of Work is for support for the NRL's OSD's programs to cover ongoing work with existing projects and new program development. This effort includes the full spectrum of software services to accomplish concept formulation, engineering development and testing, demonstration, and validation.

3.0 TASK DEFINITIONS/TECHNICAL REQUIREMENTS

The contractor shall provide software engineering and technical services. These services shall provide the Optical Science Division with, but not limited to, software design, software development, hardware recommendations, installation and test of hardware and software, software maintenance, and operational test support.

4.0 TASKS

4.1 The Contractor shall provide the following services:

- (a) Recommend detailed requirements for the Reconnaissance Management System (RMS).
 - (b) Recommend hardware and software required to develop RMS and assist NRL personnel in developing a test and deployment plan.
 - (c) Assist in developing a hardware and software architecture to implement the RMS.
 - (d) Design, develop, test, and install the RMS software.
 - (e) Assist NRL personnel with flight tests and in-field deployment of the engineering model of the RMS.
- 4.2 The Contractor shall perform the system software engineering task for SHARP. The system software engineering will be based on the NRL P-3 and TARPS-CD developments with specific extensions to operate with the F-18, P-3, S-3, as well as the F-14 aircraft. This shall include defining the performance specifications, concept of operation and system block diagram definition. The system software engineering task shall also include developing the hardware and software Interface Control Documents between the various subsystems within the pod, between the pod and aircraft, RF link, and ground development interface.
- 4.3 The Contractor shall develop the system control software for the SHARP pod. The system control software will be based on the NRL P-3 and the TARPS-CD developments with specific extensions to operate with the F-18, P-3, S-3, as the host aircraft and provide control for all other modules within the POD. These include the camera, data recording and playback, RF interface, data compression, and local high-speed data communications.
- 4.4 The Contractor shall develop software for the high-speed image compression and decompression hardware for the SHARP POD. The system shall be expandable up to a 10K by 10K image generated at 4 frames per second.
- 4.5 The Contractor shall deliver source code for all delivered software The Contractor shall provide a level of effort through RMS engineering model deployment along with product description and user documentation. Contractor personnel shall be available on-site at NRL for meetings and equipment tests. Contractor personnel shall also travel to flight test and deployment sites, as directed by NRL personnel.
- 4.6 The Government may require the contractor to support insertion of the developed products into Engineering Development Models of prototype systems upon technical direction.

5.0 Personnel Qualifications

This effort requires a senior-level software design engineer, mid-level software coding support, and a senior level engineer for flight test and deployment support. Familiarity with the P-3 and F-14 aircraft navigation and data-control interfaces is essential (See Attachment 2).

6.0 Summary Reports Requirements

The Contractor shall prepare quarterly progress and cost reports detailing completed efforts, pertinent results, plans, and milestones. The reports shall detail the effort expended by the contractor and it shall also reflect any anticipated or needed efforts in areas not specifically planned. The Contractor shall document and submit reports in accordance with CDRL A002.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

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CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM- _____ OTHER _____	
D. SYSTEM / ITEM			E. CONTRACT / PR NO. 56-9224-99		F. CONTRACTOR
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT STUDY/SERVICES			3. SUBTITLE SOFTWARE ENGINEERING SUPPORT	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE Contract Reports Requirements Par. 6.0 of SOW		6. REQUIRING OFFICE NRL CODE 5620	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE REMARKS	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
8. APP CODE	11. AS OF DATE 30 DAYS ARO	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
16. REMARKS Report shall include a one-page report summary signed by Program Manager summarizing work performed. Contractor format acceptable. Submittal dates, frequency, and distribution of reports to be specified in Delivery Orders. Distribution statement C applies - "Distribution authorized to US Government agencies and their Contractors only. Other requests for this document must be referred to NRL Code 5620"; to protect information and technical data that advance current technology or describe new technology relating to military applications..			NRL CODE 5623	Draft	Final
				Reg	Repro
				1	4
			15. TOTAL	1	4
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM TECHNICAL REPORT STUDY/SERVICES			3. SUBTITLE PROGRAM QUARTERLY PROGRESS AND COST REPORTS	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE 56-9224-99		6. REQUIRING OFFICE NRL CODE 5620	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY QUARTERLY	12. DATE OF FIRST SUBMISSION 90 DAYS ARO	14. DISTRIBUTION	
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION EVERY 90 DAYS	a. ADDRESSEE	b. COPIES	
16. REMARKS Contractor format acceptable. Distribution statement B applied - "Distribution authorized to US Government agencies only. Other requests for this document must be referred to NRL Code 5620"; to protect contractor cost or "limited rights" information.			NRL CODE 5623	Draft	Final
				Reg	Repro
				1	1
			15. TOTAL	1	1
G. PREPARED BY CODE 5623		H. DATE	I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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PERSONNEL QUALIFICATIONS

The Contractor shall ensure that all personnel employed during the performance of this contract shall meet or exceed the desired requirements set forth within the respective labor categories. The Contractor shall maintain the qualified personnel, organization and administrative control necessary to ensure that finished products conform to each task order requirement. If the Contracting Officer has reason to question the qualifications or competence of any person(s) performing under the contract, the burden of proof to sustain that the person(s) is (are) qualified as prescribed herein shall be upon the Contractor.

PROGRAM MANAGER - The Program Manager serves as the overall lead or director on the contract and serves as the principle liaison between the Contractor and the Government. This individual has a broad theoretical and practical background in management planning, operations, control and problem solving. Desired qualifications are:

- (1) A Bachelor Degree in management, engineering, information technology, or a related field from an accredited school; and
- (2) Eight years of demonstrated experience in leading information technology efforts to include specific experience in the disciplines of acquisition and budget processes, program management, and program management system support. Desired experience includes: financial management, planning, scheduling, estimating, budgeting, analyzing, forecasting, and performing program management reviews for information technology efforts valued in excess of \$.5M.

SENIOR-LEVEL ENGINEER FOR SOFTWARE DESIGN – Desired requirements for this Engineer are:

- (1) Bachelors degree in science, engineering, or mathematics. Masters degree preferred.
- (2) 15 years experience in aerospace systems, in general. This includes 10 years senior-level experience in full development cycle, from design through operations.
- (3) Experience in data compression hardware and techniques.
- (4) Ability to project and track labor and material costs for aerospace projects.
- (5) Experience with a wide range of types of computers, programming languages, and operating systems, especially real-time operating systems.
- (6) Ability to analyze, maintain, and develop software code, using client-specified programming tools.
- (7) Ability to integrate and test hardware and software components supplied by various vendors.
- (8) Ability to design and perform test procedures, from box-level through system-level, and provide field support.

- (9) Experience in management and system engineering for software development and maintenance, and familiarity with various standard application programs for Windows-based and Unix-based PC systems, requirements analysis, design, development and engineering.

MID-LEVEL ENGINEER FOR SOFTWARE CODING AND TESTING

Desired requirements for this Engineer are:

- (1) Bachelors Degree in Science, Engineering, or Mathematics.
- (2) 10 years experience in Aerospace Systems, in general.
- (3) Experience with full development cycle of aerospace software systems, from design through operations.
- (4) Experience with several types of computers, programming languages, and operating systems.
- (5) Ability to analyze, maintain, and develop software code, using client-specified programming tools.
- (6) Ability to integrate and test hardware and software components supplied by various vendors.
- (7) Ability to design and perform box-level test procedures.
- (8) Familiarity with various standard application programs for Windows-based and Unix-based PC systems.

SENIOR-LEVEL ENGINEER FOR INTEGRATION AND TEST

Desired requirements for this Engineer are:

- (1) Bachelors Degree in Science, Engineering, or Mathematics. Masters Degree preferred.
- (2) 10 years experience in Aerospace Systems, in general. This includes 8 years senior-level experience in full development cycle, from design through operations.
- (3) Ability to project and track labor and material costs for aerospace projects.
- (4) Experience with a wide range of types of computers, programming languages, embedded microprocessors, and operating systems, especially real-time operating systems.
- (5) Ability to analyze, maintain, and develop software code, using client-specified programming tools.
- (6) Ability to integrate and test hardware and software components supplied by various vendors.
- (7) Ability to design and perform test procedures, from box-level through system-level, and provide field support.
- (8) Experience in management and systems engineering for software development and maintenance, and familiarity with various standard application programs for Windows-based and Unix-based PC systems.

DEFINITIONS

As used in the desired personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

Degree – an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

Engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, ceramic, chemical, civil, computer, electrical, electronics, industrial, materials, mechanical, nuclear, or safety engineering, and engineering technology.

Experience and **years of experience**

- a) When used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.
- b) When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the fulltime experience to satisfy a total experience requirement.
- c) When both an educational/training qualification and an experience qualification are indicated as desired requirements, only the experience attained-attainment of the related educational qualification will be considered as qualifying experience. Stated otherwise, only post-degree or post-training activities shall be considered as satisfying total "experience" requirements.